

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

DOCKET NO.:

PATRONS MUTUAL INSURANCE COMPANY OF  
CONNECTICUT, a/s/o MARK CONNOLY,  
Plaintiff,

v.

DAVID PINETTE D/B/A PINETTE ELECTRIC  
Defendant.

**COMPLAINT AND JURY DEMAND**

**THE PARTIES**

1. Plaintiff, Patrons Mutual Insurance Company of Connecticut as subrogee of Mark Connolly (“Patrons Mutual”), has a principal place of business located at Glastonbury, Connecticut.
2. Defendant, David Pinette d/b/a Pinette Electric, is a business, having a principal place of business located at 4 Felicia Drive, Newton, New Hampshire.

**JURISDICTION AND VENUE**

3. Jurisdiction is based on 28 U.S.C. §1332(a)(1) as this action involves a controversy between citizens of different states and an amount in controversy which exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.
4. Venue is proper in this district based on 28 U.S.C. §1391(a) in that the event giving rise to this claim occurred within this district.
5. There is complete diversity between the parties pursuant to 28 U.S.C. §1332(c)(1).

## **GENERAL ALLEGATIONS**

6. Plaintiff, Patrons Mutual Insurance Company of Connecticut (“Patrons”) issued a homeowner’s insurance policy to Mark Connolly, for the property located at 7 Sixth Avenue, Haverhill, Massachusetts (“subject property”).
7. Prior to June 9, 2008, Defendant David Pinette d/b/a Pinette Electric installed a ceiling ventilation fan in the bathroom at 7 Sixth Avenue, Haverhill, Massachusetts.
8. On or about June 9, 2008, a fire originated in the second floor bathroom at the subject property.
9. The fire originated at the ceiling ventilation fan.
10. As a direct and proximate result of the aforementioned fire, the subject property was severely damaged and destroyed.
11. As a direct and proximate result of the aforementioned fire, the insured, Mark Connolly suffered damage and destruction at the subject property.
12. As a result of the fire, Mark Connolly made an insurance claim to Patrons Mutual for the damages caused at the subject property.
13. Patrons Mutual paid to Mark Connolly the amount of \$417,000.00 on the insurance claim for damages to the dwelling and personal property, and for additional living expenses.
14. As a result of Patron Mutual’s payment to Mark Connolly, Patrons Mutual is subrogated to the extent of its payment, to the rights, as against all individuals, entities and corporations responsible for the loss and the resulting damage.

## **COUNT I**

### **BREACH OF EXPRESS WARRANTY**

15. The allegations contained in paragraphs 1 through 14 of the Complaint are hereby incorporated as if fully set forth herein.
16. Defendant David Pinette d/b/a Pinette Electric expressly warranted that he would perform its work in a good workmanlike manner.
17. Defendant Pinette breached the warranty.
18. As a result of the breach of the warranty by Defendant David Pinette d/b/a Pinette Electric, Patrons Mutual suffered damages.

WHEREFORE, Plaintiff, Patrons Mutual Insurance Company of Connecticut, a/s/o Mark Connolly, demands judgment against Defendant, David Pinette d/b/a Pinette Electric for damages, together with interest, costs, attorneys' fees and such other damages as may properly be awarded by this Court.

**COUNT II**  
**NEGLIGENCE**

19. The allegations contained in paragraphs 1 through 18 of the Complaint are hereby incorporated as if fully set forth herein.
20. Defendant David Pinette d/b/a Pinette Electric has a duty of reasonable care in the installation of the ceiling fan.
21. Defendant David Pinette d/b/a Pinette Electric breached his duty to exercise due care.
22. As a result of the Defendant David Pinette d/b/a Pinette Electric's breach of duty to exercise due care, the Plaintiff, Patrons Mutual suffered damages.

WHEREFORE, Plaintiff, Patrons Mutual Insurance Company of Connecticut, a/s/o Mark Connolly, demands judgment against Defendant, David Pinette d/b/a Pinette Electric for damages, together with interest, costs, attorneys' fees and such other damages as may properly be awarded by this Court.

**JURY DEMAND**

The Plaintiff Patrons Mutual Insurance Company of Connecticut demands a trial by jury on all triable issues.

Plaintiff  
Patrons Mutual Insurance Company of Connecticut,  
a/s/o Mark Connolly,  
By its Attorney,

/s/ Marie Cheung-Truslow

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